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**HELM****FINANCIAL CORPORATION** 505 Sansome Street, Suite 1800 San Francisco CA 94111  
(415) 398-4510 (415) 398-4816 (fax) www.hlrhx.com

Surface Transportation Board

**STB E-File**

November 8, 2011

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
Washington, D.C. 20423-0001**RE:** Assignment and Assumption Agreement (the "Assignment") effective as of November 7, 2011 made by GREAT PLAINS LEASING, INC., an Illinois corporation ("Assignor"), to HELM FINANCIAL CORPORATION, a California corporation ("Assignee").

Dear Section Chief:

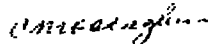
On behalf of Assignee, I submit for filing and recordation under Section 11301 of Title 49 of the U.S. Code and the regulations promulgated there under the following document:

Fully executed original copy of the above referenced Assignment and Assumption Agreement.

In connection with the recording of the Assignment, please note the following information:

**Name and Address for Assignee:** Helm Financial Corporation  
505 Sansome Street, Suite 1800  
San Francisco, CA 94111**Name and Address for Assignor:** Great Plains Leasing, Inc.  
676 North Michigan Ave., Suite 2800  
Chicago, IL 60611**Equipment:** Ten (10), GP40-2 locomotives in series ICE 4200-4209 inclusive.Please record this Assignment as a secondary document to **STB Recordation No. 24280** filed on January 9, 2003 at 4:10 PM (but stamped incorrectly by the STB as having been filed on January 9, 2002 at 4:10 PM). Please apply the STB's filing fee to Helm Financial Corporation's account.**Summary:** Assignment and Assumption Agreement dated November 7, 2011 between Great Plains Leasing, Inc. and Helm Financial Corporation relating to the assignment of the of the Lease Agreement dated as of January 9, 2003, between Great Plains Leasing, Inc., as lessor, and Iowa Chicago & Eastern Railroad Corporation, as lessee ("Lease"). A Memorandum of the Lease was duly filed with the STB under Recordation No. 24280.

Yours truly,

Cecilia Mostaghim  
Contract Administrator

Enclosure

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

SURFACE TRANSPORTATION BOARD

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") effective as of November 7, 2011 is made by GREAT PLAINS LEASING, INC., an Illinois corporation ("Assignor"), to HELM FINANCIAL CORPORATION, a California corporation ("Assignee").

**RECITALS**

WHEREAS, Assignor and Assignee have entered into an Agreement of Purchase and Sale dated as of November 7, 2011 ("Agreement"), whereby Assignor agreed to sell to Assignee all of Assignor's right, title and interest in and to the ten (10) GP40-2 locomotives described in Schedule A attached hereto ("Units") and all of Assignor's right, title and interest in and to that certain Lease Agreement dated as of January 9, 2003, between Assignor, as lessor, and Iowa, Chicago & Eastern Railroad Corporation, as lessee ("Lessee"), which was recorded and filed as a Memorandum of Lease Agreement with the Surface Transportation Board of the United States Department of Transportation on January 9, 2003 at 4:10 PM (but stamped incorrectly by the STB as having been filed on January 9, 2002, at 4:10 PM) under recordation number 24280 (together with all supplements, amendments, waivers and other related documentation, the "Lease");

WHEREAS, all capitalized terms used in this Assignment shall have the respective meanings assigned to them in the Lease; and

WHEREAS, Assignor wishes to assign and Assignee wishes to accept the assignment of the Lease upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment.** Subject to the terms, conditions and covenants of the Agreement, Assignor hereby forever and irrevocably assigns, transfers and sets over to Assignee all of its right, title and interest in and to the Operative Documents, including, without limitation the Lease and that certain Guaranty Agreement dated as of January 9, 2003 by Dakota, Minnesota & Eastern Railroad Corporation, a Delaware corporation in favor of Great Plains Leasing, Inc., an Illinois corporation, and all of the rights, powers, privileges and remedies of Assignor thereunder; provided, however, that Assignor shall be entitled to the following rights: (a) the right to payment of (i) all rentals and other amounts (including, without limitation, Settlement Value payments) due and payable under the Lease for all periods on or prior to November 1, 2011, or at such other closing date as the parties hereto shall agree ("Closing Date"), and (ii) the right to the payment of indemnities and liability insurance proceeds which are now or hereafter payable to the Assignor for its own account under the Lease, in respect of any claims by or against the Assignor relating to periods up to and including the Closing Date, and (b) the right to enforce payment of the amounts referred to in Section 1(a) above without cost or expense to the Assignor. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that Assignee shall be entitled to all rent under the Lease due on or after November 1, 2011.

2. **Assumption.** Assignee hereby assumes and agrees to fully and timely perform all of the obligations and liabilities of the Lessor under the Lease, to the extent such obligations and liabilities first accrue and arise after the Closing Date.

3. **Further Assurances.** At the request of Assignee and without further consideration, the Assignor shall execute and deliver such additional instruments of transfer and

will take such other action as Assignee may reasonably request in order to more effectively carry out the transaction contemplated in this Assignment.

4. **Counterparts.** This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

5. **Binding Effect.** This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Assignment shall be governed by, and construed in accordance with, the laws of the State of California without reference to its conflict of laws provisions.

IN WITNESS WHEREOF, the parties pursuant to due corporate authority have executed this Assignment and Assumption Agreement through their authorized representatives as of the date first above written.

ASSIGNOR

ASSIGNEE

GREAT PLAINS LEASING, INC.

HELMFINANCIALCORPORATION

By: \_\_\_\_\_

By: Courtney A. Williams  
Name: Courtney A. O.H. Williams

Name: \_\_\_\_\_

Title: President and CEO

Title: \_\_\_\_\_

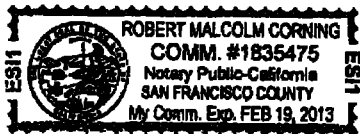
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN FRANCISCO

On 11/7/2011 before me, ROBERT MALCOLM CORNING, NOTARY PUBLIC  
Here insert Name and Title of the Officer

personally appeared COURTNEY A. O'H. WILLIAMS  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Robert Malcolm Corning  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

will take such other action as Assignee may reasonably request in order to more effectively carry out the transaction contemplated in this Assignment.

4. Counterparts. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

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IN WITNESS WHEREOF, the parties pursuant to due corporate authority have executed this Assignment and Assumption Agreement through their authorized representatives as of the date first above written.

ASSIGNOR

ASSIGNEE

GREAT PLAINS LEASING, INC.

HELMFINANCIALCORPORATION

By: 

By: \_\_\_\_\_

Name: David G. Nahass

Name: Courtney A. O'H. Williams

Title: President and CEO

Title: Vice President

STATE OF ILLINOIS

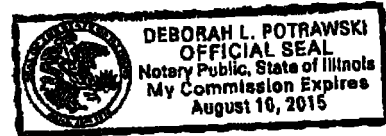
)  
) S.S.  
)

COUNTY OF COOK

On November 7, 2011, before me, Deborah L. Potrawski, personally appeared David G. Nabass, Vice President of Great Plains Leasing, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature



(Seal)

STATE OF CALIFORNIA

)  
) S.S.  
)

COUNTY OF SAN FRANCISCO

On November \_\_, 2011, before me, \_\_\_\_\_, personally appeared Courtney A. O'H. Williams, President and CEO of Helm Financial Corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**SCHEDULE A**  
**TO THE ASSIGNMENT AND ASSUMPTION AGREEMENT**

**Description of the Units:** Ten (10), GP40-2 locomotives

**Units Marks and Numbers:**

ICE 4200  
ICE 4201  
ICE 4202  
ICE 4203  
ICE 4204  
ICE 4205  
ICE 4206  
ICE 4207  
ICE 4208  
ICE 4209